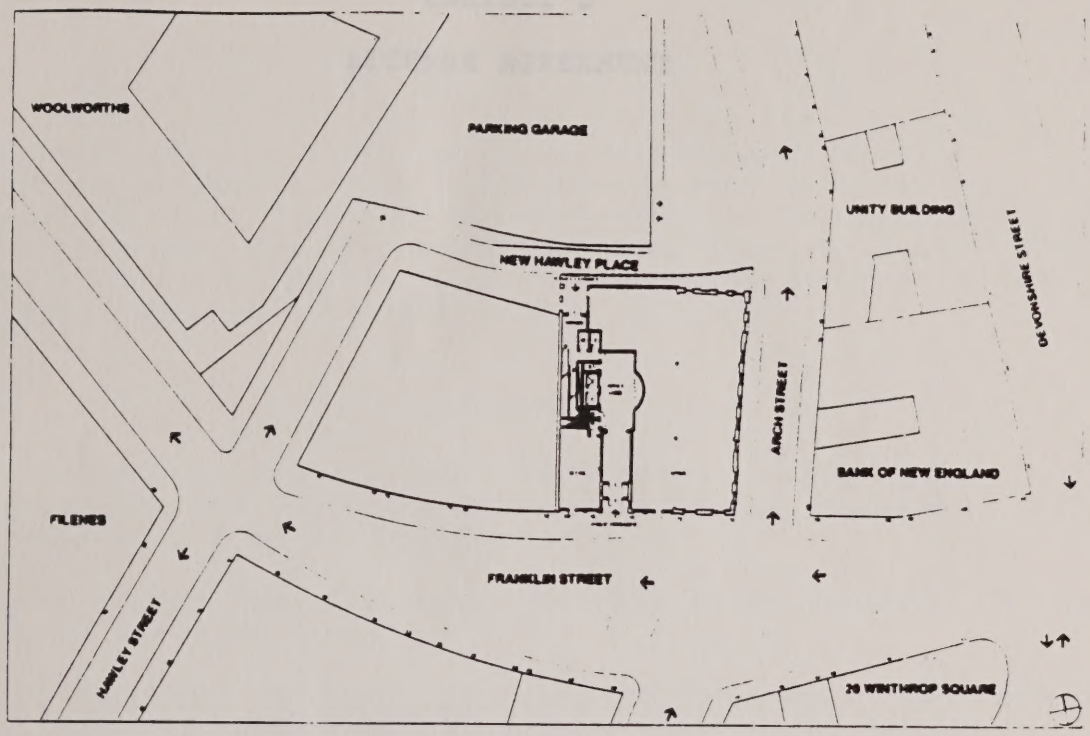
DOCUMENT NO. 5173
ADOPTED
5/11/89

EXHIBIT A

SITE LOCATION MAP

SITE PLAN



SITE PLAN

64-74 FRANKLIN STREET
BOSTON, MASSACHUSETTS
A PROJECT BY
LONDON & NEW YORK ESTATES CORPORATION

Doc # 5175
5/11/89

EXHIBIT B

LICENSE AGREEMENT

Doc. No. 5173
5/4/89

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
64-74 FRANKLIN ASSOCIATES

This Agreement (the "Agreement") is made as of the ____ day of May, 1989, by and between the Boston Redevelopment Authority (the "Authority" and the "Licensor"), a public body, politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and 64-74 Franklin Associates, a partnership having a place of business c/o Warren Heilbronner, Esquire, Sullivan & Worcester, One Post Office Square, Boston, Massachusetts (the "Developer" and the "Licensee").

WITNESSETH

WHEREAS, the Developer is presently renovating, reconstructing and adding to the two buildings located at 64-74 Franklin Street (the Project).

WHEREAS, the Authority gave its final approval to the Project on April 21, 1988.

WHEREAS, the Developer needs more space at the back of the buildings to place and maintain a tower crane and other construction equipment and materials and the Authority owns a portion of land (the Area) adjacent to the area of construction suitable for expansion of the construction area (see attached Sketch).

NOW, THEREFORE, in consideration of these presents and for other good and valuable consideration, it is hereby agreed as follows:

1. This Agreement shall commence as of the date hereof and shall continue in force and effect until January 1, 1990, or until terminated by notice from the Licensor at any time for cause, whichever shall first occur. Any such notice shall state the date of termination. Upon termination of this Agreement the Licensee shall vacate the Area. Notwithstanding such termination, the Licensee shall remain liable for all obligations theretofore accrued by it hereunder and the obligations of the Licensee under Paragraphs 3, 4, 5, 6, 7 and 8 shall survive the termination of the

Agreement, but otherwise the Licensee's obligations shall not survive termination.

2. The Licensor hereby grants to the Licensee an exclusive right to use the Area, shown as the fenced in area on the attached Sketch, for the purpose of placing and maintaining a tower crane and other construction equipment and materials. The Licensor also hereby grants to the Licensee the right to use from time to time the Area, as shown on the attached Sketch as the proposed occasional site entrance and exit, for the purpose of moving construction equipment in and out of the construction area. The Licensor shall make available the Area in its then condition, "as is." The Licensor has made no representations or warranties of any kind with respect to such condition and it shall have no obligation to do any work on or with respect to the Area or the respective condition thereof.

3. The Licensee agrees to undertake reasonable measures to secure the Area in order to prevent unauthorized entry, including installing a fence and maintaining a police detail during the hours of construction.

4. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensor, its members, officers and employees from and against all actions, claims, costs, fees, expenses, liabilities and damages (including attorneys fees and costs of investigation and litigation) whatsoever which may be incurred or for which liability may be asserted as a result of any activities undertaken by or for the Licensee so long as such activities are authorized or otherwise pursuant to this Agreement. The Licensor shall give notice to the Licensee of any such actions, costs, fees, expenses, liabilities or damages.

5. a. Before using the Area the Licensee shall submit copies of its

Workmen's Compensation and Contractors' Public Liability Insurance policies to the Licensor or other evidence of insurance. It shall similarly submit its contractor's and/or sub-contractors' policies of similar insurance before each commences work. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and shall be kept in force until the Licensee's work is completed to the satisfaction of the Licensor. Contracts of insurance (covering all operations under this Agreement) which expire before the Licensee's work is completed to the satisfaction of the Licensor shall be renewed. Failure to maintain the insurance coverage required hereunder shall be a breach of this Agreement and the Licensor shall have the right in addition to any other remedy to terminate this Agreement. For purposes of this Paragraph 5 the term "evidence of insurance" shall mean certificates of insurance where the Licensor is named as additional insured.

b. The Licensee shall carry or require that there be carried Workmen's Compensation Insurance for all its employees and those of its contractors and/or sub-contractors engaged in work at the Project, in accordance with the State Workmen's Compensation Laws. The Licensee shall give written or printed notice to all persons under contract of hire with it and to every person with whom it is about to enter into a contract of hire, that it has provided for payment to injured employees by insuring as provided under Chapter 152 of the Massachusetts General Laws. The foregoing shall also apply to contractors and subcontractors. The form of notice to be posted is

prescribed by the Department of Industrial Accidents of the Commonwealth of Massachusetts.

c. The Licensee shall carry or require that there be carried Comprehensive Public Liability Insurance with limits of One Million ($1,000,000) Dollars for injury or death to one person and Two Million ($2,000,000) Dollars for injury or death to more than one person in a single accident, to protect the Licensee and its contractors or sub-contractors against claims due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment, hoists, motor vehicles or hauling materials or debris from the same. The Licensor shall be named as co-insured on such policy.

d. The Licensee shall carry, during the life of this Agreement, Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand ($500,000) Dollars for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than One Million ($1,000,000) Dollars for all damages arising out of injury to or destruction of property. The Licensor shall be named as co-insured on such policy.

(e) The Licensee shall carry motor vehicle liability insurance to cover the use of all equipment, hoists, and motor vehicles on the Premises or hauling materials or debris from the Premises against all claims and demands for personal injury and property damage with respect to the use of said motor vehicles on the Premises with limits of not less

than Five Hundred Thousand Dollars ($500,000) for property damage insurance for each accident, One Million ($1,000,000) Dollars for injury to or death of one person, Two Million ($2,000,000) Dollars for injury to or death of more than one person in a single accident.

6. In the conduct of the activities authorized by this License, the Licensee shall be responsible for any of its agents, employees, contractors and subcontractors for compliance with any laws, codes, rules, regulations or ordinances of any federal, state or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at the Licensee's expense. Further, there shall be no blasting in the Area. The Licensee shall, if the work requires occupancy of a public street or alley, obtain required permits from the City of Boston before proceeding with such work.

7. The Licensee agrees that upon termination of this Agreement in accordance with Paragraph 1 hereof, it shall vacate the Area and remove all rubbish, debris and non-indigenous material, which was placed thereon by said Licensee or its contractors and/or sub-contractors during the period hereof, and shall restore or remedy any damage to the Area resulting from its tests, surveys or examination thereof or any of its work.

8. The Licensee shall not discriminate in its hiring practices nor will it allow any of its employees, agents, contractors and/or sub-contractors to discriminate upon the basis of race, color, sex, religion or national origin in regard to its activities and work required hereunder.

9. a. Time is of the essence in the performance of this Agreement, and the parties hereto shall diligently, promptly and

punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually fulfill the conditions applicable to each of them.

b. The waiver by the Licensor or any breach of any term or condition herein contained shall not be deemed to be a waiver or any subsequent breach of the same or any other term or condition herein contained.

c. If any term or provisions of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

d. No member, officer to employees of the Licensor shall be personally liable to the Licensee in the event of any default or breach by the Licensor or for any amount which may become due to the Licensee or on any obligation under the terms of this Agreement.

e. Whenever, under this Agreement, notices, approvals, submittals, satisfactions, requests, or waivers are required or permitted the same shall be effective and valid only when given in writing signed by a duly authorized officer or person of the respective parties.

Any notice, approval, submittal, satisfaction, request or waiver required or desired to be given

pursuant to this Agreement, shall be in writing and shall be personally served or, in lieu of personal service, by depositing same in the United States mail, postage prepaid, certified or registered mail. If addressed to the Licensor, its address is:

Stephen Coyle, Director
Boston Redevelopment Authority
1 City Hall Square/9th Floor
Boston, Massachusetts 02201

copy to:

Paul McCann
Boston Redevelopment Authority
1 City Hall Square/9th Floor
Boston, Massachusetts 02201

and if addressed to the Licensee, its address is:

c/o Warren Heilbronner, Esquire
Sullivan & Worcester
One Post Office Square
Boston, Massachusetts 02109

copy to:

Kathryn Cochrane Murphy, Esquire
Csaplar & Bok
One Winthrop Square
Boston, Massachusetts 02110

Either party may change its respective address by given written notice to the other in accordance with the provisions hereof.

f. Nothing herein shall constitute the relation between the parties hereto to be other than an independent one, it being their intent that this Agreement shall not constitute a partnership or a joint venture.

g. In its discretion, the Licensor may waive conditions herein contained to be performed by the Licensee for its benefit.

h. The Licensee may not assign any of its rights or obligations hereunder without the prior approval of the Licensor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered as of the dates first above written.

Approved as to form:

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

BOSTON REDEVELOPMENT AUTHORITY

Stephen Coyle, Director

64-74 FRANKLIN ASSOCIATES

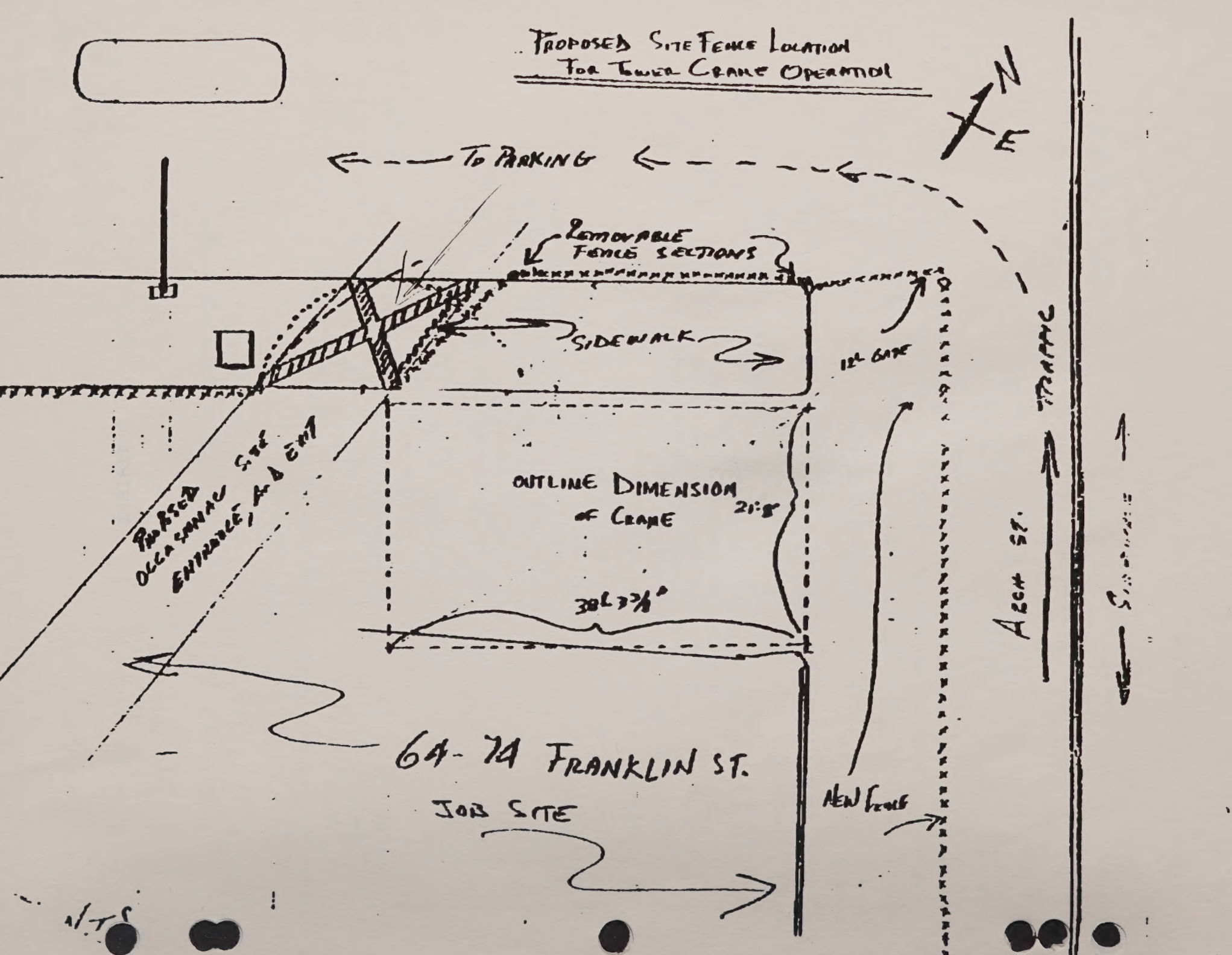

PROPOSED SITE FENCE LOCATION
FOR TOWER CRANE OPERATION
N
E
TO PARKING
REMOVABLE
FENCE SECTIONS
SIDEWALK
12' GATE
PROPOSED
OCCASIONAL SITE
ENTRANCE & EXIT
OUTLINE DIMENSION
OF CRANE
21'-8"
38'-3 7/8"
ASCH ST.
64-74 FRANKLIN ST.
JOB SITE
NEW FENCE
N.T.S.

EXHIBIT C

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

This is to Certify that

LIBERTY MUTUAL

TURNER CONSTRUCTION COMPANY
THE TURNER CORPORATION
633 THIRD AVENUE
NEW YORK, N.Y. 10017

— Name and address of Insured.

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	CERT. EXP. DATE * ☐ CONTINUOUS ☐ EXTENDED ☒ POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY
WORKERS' COMPENSATION	1/1/90	WC1-621-004321-019	COVERAGE AFFORDED UNDER W.C. LAW OF THE FOLLOWING STATES: ALL STATES EXCEPT MAINE & STATE FUND STATES EMPLOYER'S LIABILITY Bodily Injury By Accident $2,000,000 Ea. Acc. Bodily Injury By Disease $2,000,000 Ea. Person Bodily Injury By Disease $2,000,000 Pol. Limit
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE RETRO DATE ☒ OCCURRENCE	1/1/90	RG1-621-004321-029	SCHEDULE - LIMITS OF LIABILITY COMBINED LIMIT EACH OCCURRENCE $2,000,000 PERSONAL INJURY AGGREGATE $2,000,000 PROPERTY DAMAGE AGGREGATE $2,000,000
SPECIAL/EXCL. ENDORSEMENTS	COVERAGE INCLUDES PREMISES-OPERATIONS; INDEPENDENT CONTRACTORS (PROTECTIVE); CONTRACTUAL AND COMPLETED OPERATIONS LIABILITY AS WELL AS BROAD FORM PROPERTY DAMAGE COVERAGE; PERSONAL INJURY AND INCLUDING XCU HAZARDS.		
AUTO LIABILITY ☒ OWNED ☒ NON-OWNED ☒ HIRED	1/1/90	AS1-621-004321-039	$ 2,000,000 EACH ACCIDENT-SINGLE LIMIT-B.I. AND P.D. COMBINED $ EACH PERSON $ EACH ACCIDENT OR OCCURRENCE $ EACH ACCIDENT OR OCCURRENCE
OTHER UMBRELLA EXCESS LIABILITY	1/1/90	RT1-621-004172-839	$8,000,000 COMBINED SINGLE LIMIT OVER UNDERLYING LIMITS

LOCATION(S) OF OPERATIONS & JOB # (If Applicable)
64-74 Franklin Street, Boston, Ma

DESCRIPTION OF OPERATIONS:
JOB# 4764

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date, however, you will not be notified annually of the continuation of coverage.

Liberty Mutual Insurance Group

NOTICE OF CANCELLATION: THE COMPANY WILL NOT TERMINATE OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNLESS 30 DAYS NOTICE OF SUCH TERMINATION OR REDUCTION HAS BEEN MAILED TO:

CERTIFICATE HOLDER—
Stephen Coyle, Director
Boston Redevelopment Authority
1 City Hall Square/9th Floor
Boston, Massachusetts 02201

Pauline Walcott
AUTHORIZED REPRESENTATIVE

April 11, 1989 NYO
DATE ISSUED OFFICE

THIS CERTIFICATE IS ISSUED BY LIBERTY MUTUAL INSURANCE GROUP ... US 7/6

FROM CSAPLAR & BOK 01 05/10/89 09:48 P. 3

M E M O R A N D U M MAY 11, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM D. WHITNEY, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT

SUBJECT: CONTRUCTION LICENSE AGREEMENT

EXECUTIVE
SUMMARY: This memorandum requests authorization for the Director to execute a License Agreement which temporarily grants the developer of 64-74 Franklin Street the license to use a portion of the land in the rear of the building for the maintenance of construction materials and equipment.

On April 21, 1988 the BRA Board recommended that the Board of Appeal grant variances for insufficient rear yard, parapet setback, and off street loading for the project located at 64-74 Franklin Street. The project consists of the renovation and addition to two nineteenth century commercial buildings on a 12,200 square foot parcel located at the intersection of Franklin and Arch Streets. See the site location map attached as **Exhibit A.** The project includes 88,400 square feet of office space and retail space and has been under construction since the third quarter of 1988 and is expected to be completed in early 1990.

In order to successfully complete construction, the 64-74 Franklin Associates request the execution of a License Agreement (**EXHIBIT B**) allowing the temporary use of area located adjacent to the development project located at 64-74 Franklin Street for the purposes of placing and maintaining a tower crane and other construction equipment and materials. The developer has agreed to insure, indemnify, and hold harmless the BRA against all claims for personal injury or death and property damage claims. In addition the BRA is named as a co-insured by the developer's property and liability underwriters as evidenced by the insurance certificate attached as **EXHIBIT C.**

An appropriate vote follows:

VOTED: That the Director is authorized to execute a License Agreement substantially in the form attached hereto for the temporary right to use a portion of the land abutting Hawley Place for the purposes of placing and maintaining a tower crane and other construction equipment and materials.